

The complaint

Mr A complains about the repairs that Mulsanne Insurance Company Limited made to his car following a claim made on his motor insurance policy. He wants it to pay him compensation and repair his car at his garage of choice.

What happened

Mr A's car was damaged in an accident and Mulsanne took it to its approved repairer for repairs. But Mr A was unhappy with the time it took for the repairs to be made and with their quality.

Mulsanne agreed that its repairer hadn't provided Mr A with regular updates on his repairs. It agreed that one staff member hadn't provided the level of service expected and it took action on this. It agreed to rectify several issues raised by Mr A with its independent engineer and it offered Mr A £400 in total compensation for his trouble and upset. But it said the further damage to the car's doors later noted by Mr A wasn't due to the accident or the repairs.

Mr A said he declined the offer of compensation and remained unhappy with the repairs carried out. He wanted Mulsanne to fully repair the car or give him the funds to pay for the repairs.

our investigator's view

Our Investigator didn't recommend that the complaint should be upheld. She thought there had been delays in the claim of over two months, that the car had to be returned for rectification three times, and that updates weren't provided. She thought this caused Mr A stress and anxiety. But she thought Mulsanne's compensation for this was fair and reasonable. She thought Mr A should provide evidence to support his claim for further damage to the car's doors and internal components and Mulsanne should repair this if it was accident or repairs related.

Mr A replied that he wanted compensation for the loss of the car's value caused by the poor repairs. He said he'd provided photographs to show damage to the doors, but Mulsanne hadn't responded.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr A and to Mulsanne on 21 October 2024. I summarise my findings:

I could understand that Mr A wanted his car to be fully repaired following the accident and his claim. He said there was further damage to the car's front doors and to internal components that hadn't been repaired by Mulsanne.

We're not engineers. We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

Mr A complained that his car's front doors were catching following the repairs to the car's front wings. Mulsanne said no work had been done to the car's wings. But I was satisfied

that this wasn't accurate. I thought it was clear from the engineer's pre-repair assessment and the repairs invoice that the car's front wings were replaced due to their damage.

So I thought Mulsanne unfairly decided that:

"...there is no way possible for the Near Side door being damaged as the wings would have to be damaged too, as you can see from the images the wings weren't removed or repaired, only the front end of the vehicle."

And I thought Mulsanne had now agreed that this decision was made in error.

I could also see from the engineer's report that there was substantial damage and repairs to the front components of the car. But I couldn't see that Mulsanne's engineers had considered Mr A's concerns about failures with the car's water pump, aircon, and horn. Following my request, Mulsanne hadn't provided engineering evidence to show that these weren't accident or repair related.

So I was not satisfied that Mulsanne had justified its decision to reject the repairs of this damage to the car's front doors and the internal components as unrelated to the claim.

And I was not satisfied that it was fair to ask Mr A to provide further evidence to justify his claim for additional repairs as I could see that he had persistently raised this with Mulsanne, and it hadn't reasonably considered it.

Where there's a dispute about repairs, as there was here, we consider it good practice for an independent assessor to be instructed to assess the claimed damage to decide if it is related to the accident or repairs. And I thought this was what Mulsanne should do here.

And, if the assessor identified further areas of damage that required rectification, then I thought Mulsanne should pay for Mr A to have the rectification work done as he preferred and reimburse Mr A for any repairs he had already made.

Mulsanne offered Mr A £400 compensation for its poor level of service. I could see that there were avoidable delays in the claim of over two months, that the car had to be returned for rectification three times, and that updates weren't provided. I thought this caused Mr A trouble and inconvenience for over two months.

But Mr A had to make his own repairs and repeatedly contact Mulsanne about further repairs that I was satisfied it unfairly rejected. And I thought £500 in total compensation for the impact of these errors was in keeping with our published guidance. So I thought Mulsanne should increase its compensation to £500.

Mr A said he had rejected the earlier offer of compensation. But from what I could see, it was paid to him. If it wasn't then I thought Mulsanne should reasonably honour its offer.

Subject to any further representations from Mr A and Mulsanne, my provisional decision was that I intended to uphold this complaint.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr A replied that he accepted my provisional decision. Mulsanne replied that it had raised the additional £100 compensation that I had thought it should pay Mr A. And it hasn't said that it has rejected my other intended redress. So, as I haven't received any further representations to challenge my provisional decision, I can see no reason to change it.

Putting things right

I require Mulsanne Insurance Company Limited to do the following:

1. Appoint an independent engineer to inspect Mr A's car to assess the claimed damage to the car's front doors and internal components to decide if it is related to the accident or repairs.
2. If further rectification work is required, then Mulsanne should pay for Mr A to have the rectification work done as he prefers and reimburse Mr A for any repairs he has already made (upon provision of reasonable evidence for this).
3. Pay Mr A £100 more compensation (£500 in total) for the distress and inconvenience caused by its handling of his claim.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. I require Mulsanne Insurance Company Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 6 December 2024.

Phillip Berechree
Ombudsman